

## **Exhibit B**

### **Operating and Maintenance Plan**

#### **I. Introduction**

This Operating and Maintenance Plan will serve as a supplement to Concession Contract ACAD\_\_\_-03. It describes specific operating and maintenance responsibilities of the Concessioner and the Service with regard to those lands utilized by the Concessioner for the purposes authorized by the Contract. In the event of any conflict between the terms of the Contract and this Operating and Maintenance Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Any revisions must be consistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

#### **II. Operations**

##### **A. Management, Organization and Responsibilities**

1. Concessioner - The concessioner will employ a general manager, who has the responsibility for carrying out the policies and directives of the Service as well as those of the concessioner in operating the authorized concession services in Acadia National Park.

2. Service - The Superintendent manages the total park operation, including concession operations. The Superintendent carries out the policies and directives of the Service, including oversight of concession contracts. Through staff representatives, the Superintendent reviews, supervises, and coordinates concession activities within Acadia National Park by monitoring concession contract compliance to include evaluating all concession operations and services, and reviewing and authorizing all rates.

##### **B. Operational Evaluations**

1. The Service and the Concessioner shall inspect and monitor concession services with respect to Service policy, applicable standards, authorized rates, safety, public health, impacts on cultural and natural resources, and visitor concerns and reactions. The Service will evaluate all services and equipment operated by the Concessioner to ensure public safety and health, identify maintenance and operating deficiencies, and ensure satisfactory services and accommodations for the general public within the Concessioner's assigned area of responsibility.

2. The Superintendent's representatives will conduct periodic inspections of Concessioner equipment and services to ensure conformance to operational standards established by the Concessioner Review Program. Location managers will be contacted at the time of evaluations so that a representative of the Concessioner can accompany the Service evaluator.

3. The Concessioner is required to comply with correction dates or to establish abatement plans to correct deficiencies. Abatement plans will be approved by the Service.

C. Rates

1. Annual requests for rate changes should be submitted by March 1st. Such requests shall include justification with reason for the request and pertinent information about the rate, product or service proposed.

2. The Service will approve, disapprove, or adjust rates and will inform the Concessioner of the reason for any disapproval or adjustment within 45 calendar days of the rate request submittal. If the Concessioner requests a quicker response, the Service will attempt to accommodate this request; however, this will not be normal procedure. If a longer response period is needed, the Service will contact the Concessioner and negotiate a response date.

3. The Concessioner shall prominently post all rates for services provided to the visiting public.

D. Schedule and Area of Operation

The Concessioner shall annually submit a written schedule of proposed opening and closing dates and operating hours for the bus tour services for the Superintendent's approval by March 1st. The Service will give reasonable notice of any schedule changes that it may initiate.

Routes and passenger disembarking points must be approved by the Superintendent in writing. The attached Bus Route Map is subject to revision by the Superintendent as needed.

E. Service Employees and Families

If the Superintendent determines, in accordance with applicable National Park Service policies and procedures, that no conflict of interest exists and provides written approval, the Concessioner may employ spouses and dependent children of Service employees.

F. Training Program

1. The Concessioner will provide employee orientation and training and will inform employees of park regulations and requirements that affect their employment and activities while working in Acadia National Park. A Service representative may participate in scheduled orientation sessions.

2. The Concessioner shall provide or make available interpretive training for all employees who provide interpretive and/or informational services. The Service will work closely with the Concessioner to refine the methods of preparing and presenting effective interpretive tour narrative. The Service will evaluate interpretive visitor services to ensure appropriateness, accuracy, and the relationship of interpretive presentations to park themes.

3. The Concessioner will provide formal hospitality training for employees who have direct visitor contact and/or who provide visitor information.

G. Scope and Quality of Service

All services are to be provided in a consistent, quality manner. Service standards provided by the National Park Service Operational Performance Program are considered service minimums. The Concessioner is expected to make every effort to exceed these standards. The Concessioner shall be responsible for monitoring their operations to assure that quality standards are met.

All in-person arrangements for tours will take place at places that are outside the boundaries of Acadia National Park. The size of the tour group shall be determined at your base of operations before the tour departs. No persons will be allowed to "join" a tour in progress. No solicitation for participation in current or future tours will take place at any location within the park boundaries. Walk-up inquirers should be referred to an address or information and reservation telephone number.

Any food items offered in conjunction with a tour requiring preparation must be prepared and pre-packaged prior to entering the park. Any refuse from food items or other sources brought into the park must be removed from the park.

The following minimum operating requirements are established:

(1) Buses shall be equipped with an audio speaker device and appropriate equipment suitable for communicating interpretive messages, as agreed upon with the National Park Service, throughout the passenger areas, during the course of the tour. A written script of interpretive messages in English, French and German is required for persons who are hearing impaired. Large print script shall be available for the visually impaired. If the bus operator is also responsible for delivering interpretive information during the tour, the audio equipment must be so constructed as to allow the operator's voice to be amplified without the use of a hand-held microphone device for this purpose. Buses must provide access for mobility-impaired visitors.

(2) The Concessioner shall provide vehicles appropriate for use on the tour route and maintain them in accordance with the requirements imposed by the State of Maine for commercial passenger carrying vehicles of the size and configuration necessary to carry 28 seated adult passengers. Bus electrical equipment must be able to operate satisfactorily when its engine is stopped or when the vehicle is stopped for any length of time. Bus engines shall be shut down while busses are stopped and some or all passengers have disembarked at any location within the park.

Vehicle operations shall be subject to the Department of Transportation requirements related to regulations on passenger vehicles for hire. All vehicular equipment used by the Concessioner will be properly licensed and maintained in a safe operating condition. Federal and state requirements must be adhered to. Copies of applicable licenses shall be provided the Superintendent prior to each operating season.

(3) The Concessioner shall, as a minimum, require employees, prior to employment, to have certification in the Basic First Aid Course and CPR for adults and children. The employees shall

also be required to demonstrate their ability to supervise an orderly evacuation of a bus, using installed emergency exits, removable windows, etc., in the event such actions are required for personal safety.

(4) The Concessioner shall provide first aid equipment appropriate to the level of employee training and must meet State of Maine, Department of Transportation minimum requirements. The Concessioner shall also provide training to employees in working with disabled visitors.

(5) Concessioner employees shall attend park or Concessioner-provided interpretive training. The park staff shall be involved in any concessioner-provided training.

(6) The Concessioner shall coordinate and obtain approval in writing for all special events in advance with the Superintendent.

(7) The Concessioner shall furnish all labor, materials and bear all costs for routine maintenance and care of equipment.

(8) All accidents shall be reported to the park dispatch immediately. The dispatcher telephone numbers are 207-288-3360 and 207-288-3369.

#### H. Reports, Certificates and Licenses

1. The Concessioner shall furnish a monthly visitor use report with the actual numbers of visitors served to the park's concession division by the first day of the following month.

2. Annual Financial Report is due no later than 90 days after the last day of the Concessioner's fiscal year.

3. Certificate of Insurance is due April 1st each year.

4. Copies of all applicable licenses, e.g., bus operator license, are due prior to the beginning of operations each season.

#### I. Programs and Plans

##### 1. Risk Management Program

The Concessioner is responsible for providing a safe and healthy environment for its employees and visitors. The Concessioner will develop a Risk Management (Safety) Plan/Program that will be reviewed by the Service in accordance with Federal and State Occupational Safety and Health Act (OSHA) and NPS guidelines. Submittal of this plan will be made to the Superintendent within 60 days of contract execution with an annual review and update. By submitting this plan/program, the Concessioner affirms that the plan/program meets all applicable Federal and State regulations and requirements.

The program will be reviewed and commented upon annually by the Service. The program will include the following components:

- Management's Policy Statement, Duties, Employees' Responsibilities, and Administration
- Inspection and Abatement
- Accident Investigation and Reporting
- Safety/Health Committee
- Training
- Emergency Procedures

## 2. Environmental Management Program

The Concessioner shall provide an Environmental Management Program (EMP) which addresses concessions activities that have the potential to impact the environment, such as emergency actions in response to a hazardous material discharge to include, but not limited to, fuel, anti-freeze, transmission fluid, brake fluid, sulfuric acid (batteries), propane, etc.

The initial EMP shall be developed and submitted to the Superintendent for approval within sixty days of the effective date of this CONTRACT. The Concessioner shall submit a proposed updated EMP annually to the Superintendent for approval.

## J. Complaints

The Service will send complaints or comments regarding Concessioner services to the Concessioner for investigation and response in a timely manner. The Concessioner will provide a copy of the response to the Superintendent. A copy of the Service's response will be forwarded to the Concessioner.

In order to initiate valid and responsive visitor comments, the following notice will be prominently posted at all Concessioner cash registers and payment areas:

This service is operated by (Name of Concessioner), a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. The reasonableness of prices is based on comparability. Prices are approved by the National Park Service based upon prices charged by similar private enterprises outside the Park for similar services with due consideration for appropriate differences in operating conditions.

Please address comments to: Superintendent  
Acadia National Park  
P.O. Box 177  
Bar Harbor, Maine 04609

### III. Maintenance

It is the purpose of this Maintenance Plan to help define the necessary maintenance requirements and to define the maintenance relationship between the Concessioner and the Service to ensure that an acceptable standard of maintenance is achieved. Both the Concessioner and the Service have specific responsibilities as outlined in this document.

#### A. Terms Used in this Agreement

"Area of Operation": Area of Operation is the area within Acadia National Park, as defined by the attached bus route map in this Exhibit B. This area contains the roads used by the Concessioner.

"Maintenance": The preservation and upkeep of real or personal property in as nearly as is practicable to the originally constructed condition, and if applicable, its subsequently improved condition. Maintenance includes operational cyclic repair and rehabilitation of equipment, and their component parts--up to and including replacement if necessary--to provide a safe, sanitary and aesthetically pleasing environment for park visitors and employees.

"Operations": Operations refers to all aspects of activity by the Concessioner authorized under this CONTRACT. Operations include all services provided to the public and all non-public actions necessary to support those authorized services.

"Repair": Repair is defined as the act of correcting an unsatisfactory physical condition. Replacement is an aspect of repair and may be a necessary and/or an economically sound approach to repairs. Repair is an aspect of maintenance, and the objective of repair is the same as the objective of the general act of maintenance as defined above.

#### B. Concessioner's Responsibilities

##### 1. Equipment of the Concessioner

The Concessioner shall provide, and shall have sole responsibility to maintain and repair, vehicles as well as all equipment necessary for operating same.

The Concessioner shall carry out general preventative and cyclic maintenance and emergency repair in a timely manner to ensure that all vehicles are in a safe operating condition and achieve the basic goals described by the Concessioner Review Program and applicable codes and guidelines.

The Concessioner shall ensure that all vehicles are cleaned daily.

The Concessioner shall comply with all applicable federal, state, and local codes and requirements. All vehicles will be properly licensed. Copies of licenses shall be provided to the Superintendent.

## 2. Fleet Replacement

The goal of the park is to have the Concessioner's fleet be of a scale appropriate for use on park roads (not more than 8 ft. wide {excluding mirrors}, 35 ft. long and 12 feet high), fuel efficient, operate on clean burning fuel, and be accessible to persons with disabilities or who are mobility impaired. By May 1, 2009, at least one-half of the Concessioner's fleet shall meet these criteria.

Within six months of contract execution, the Concessioner will present a plan to the Service for meeting this requirement.

Approval of the Service is required for all replacement transportation equipment.

## 3. Grounds

The Concessioner shall conduct their activities in a manner that minimizes impacts on the natural or cultural environment.

### C. Service Responsibilities

The Service will provide staff review of Concessioner plans and proposals, inspection and evaluation of Concessioner processes and programs, and technical advice and assistance when requested and as resources allow.

Concessioner vehicles may receive a safety inspection by the Park Safety Officer at least once annually. Inspection will include but not be limited to brakes, turn signals, lights, horn, tires, mirrors, and back-up warning device.

Dated at Acadia National Park this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

National Park Service

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Superintendent  
Acadia National Park

Attachment: Bus Route Map